

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: PATRICIA L. CRUICKSHANKS, Debtor.	Case No. 12-37058-KRH Chapter 13 Case
SUSAN BIRD, <i>et al.</i> , Plaintiffs, v. PATRICIA L. CRUICKSHANKS, Defendant.	Adversary Proceeding No. 13-03054-KRH

ORDER APPROVING SETTLEMENT AND DISMISSING ADVERSARY ACTION

This matter came before the Court upon counsel's Petition for Entry of Settlement Agreement and the Guardian ad litem's Report and Recommendation. On August 28, 2014, the Court held a hearing on the Petition. Following the hearing and the Court's review of the Petition, the Settlement Agreement, and the Guardian ad litem's Report and Recommendation the Court makes the following findings:

(1) Pursuant to Va. Code § 8.01-424, any settlement agreement involving a person under a disability must be presented to the court where the case is pending for judicial approval. The court may enter the settlement on behalf of the party with a disability if the court determines the settlement is in the party's best interest. Defendant Patricia Cruickshanks is considered a person under a disability because a guardian ad litem has been appointed for her. See Va. Code. § 8.01-9.

(2) The Court, after hearing the Petition, the Guardian ad litem's Report and Recommendation and testimony from Ms. Cruickshanks FINDS the settlement agreement (attached as Exhibit A) is in Ms. Cruickshanks' best interest and that this settlement is fair, equitable and reasonable.

Therefore, it is hereby ADJUDGED, ORDERED, and DECREED as follows:

(1) Pursuant to Fed. R. Bankr. P. 9019 and Va. Code § 8.01-424, the attached Settlement Agreement (Exhibit A) is APPROVED AND CONFIRMED by the Court and shall be deemed agreed to on this date. The Agreement shall bind the Plaintiffs by their signature and shall bind the Defendant by entry of this Order.

Pursuant to the Settlement Agreement, the Court makes the following FINDINGS:

(1) Patricia Cruickshanks published a letter dated February 24, 2012 containing numerous false and inaccurate assertions concerning Susan Bird and William Bird.

(2) The publication of this letter caused Susan Bird and William Bird significant emotional damages, as well as damage to their reputations.

It is further ORDERED that:

(1) The claims of Susan and William Bird in the matter of Patricia Cruickshanks, (Case No. 12-37058-KRH), shall be deemed uncontested, non-contingent, unsecured claims of \$100.00 each, which shall be deemed dischargeable under 11 U.S.C. § 1328(a) or (b).

(2) This Adversary Action, *Bird, et al. v. Cruickshanks*, No. 13-03054-KRH, is dismissed with prejudice.

(3) This Order terminates this Adversary Proceeding, and therefore, Anne Hampton Andrews has completed her duties as guardian ad litem to Ms. Cruickshanks, and is hereby relieved of her duties before this Court. The Court thanks Ms. Andrews for her service.

Aug 29 2014

ENTERED:

/s/ Kevin R Huennekens

Entered on Docket: Sep 3 2014

UNITED STATES BANKRUPTCY JUDGE

I ask for this:

/s/ Davis M. Walsh

Davis M. Walsh (VSB#84585)
McGuireWoods LLP
One James Center
901 E. Cary St.
Richmond, VA 23219
Tel: (804) 775-1000
Fax: (804) 775-1061

Counsel for Patricia Cruickshanks

Seen and agreed:

/s/ Andrew Bodoh (approved via email on August 25, 2014)

Andrew Bodoh (VSB #80143)
Thomas H. Roberts and Associates
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Richmond, VA 23219
Tel: (804) 783-2000
Fax: (804) 783-2105
Email: Andrew.bodoh@robertslaw.org

Counsel for Susan & William Bird

Seen and agreed to:

/s/ Anne Hampton Andrews (approved via email on August 25, 2014)

Anne Hampton Andrews, Esq. (VSB#81806)
Troutman Sanders
Troutman Sanders Building
1001 Haxall Point
Richmond, VA 23219
Tel: (804) 697-1200
Fax: (804) 697-1339
Guardian ad Litem for Ms. Cruickshanks

Local Rule 9022-1(C) Certification

The foregoing Order was endorsed by and/or served upon all necessary parties pursuant to Local Rule 9022-1(C).

/s/ Davis M. Walsh

Davis M. Walsh

Settlement Agreement

On March 16, 2012, Plaintiffs William and Susan Bird filed suits pending in the Circuit Court of Henrico County (Case Nos. CL12-822 & Case No. CL12-818, respectively) against Defendant Patricia Cruickshanks alleging defamation, assault and intentional infliction of emotion distress (hereinafter referred to as the "Tort Actions.") The Birds claimed emotional, reputational and physical damages.

On December 12, 2012, Ms. Cruickshanks filed for bankruptcy and the bankruptcy court's automatic stay applied to the Birds' Tort Actions.

On March 11, 2013, the Birds filed an adversary action against Ms. Cruickshanks asking the Bankruptcy Court to declare any debts to the Birds non-dischargeable. The Birds also filed claims in Ms. Cruickshanks' bankruptcy case.

On November 4, 2013, the Circuit Court for Henrico County granted defense counsel's motion for a guardian ad litem to be appointed and later appointed Anne Hampton Andrews, Esq. The Bankruptcy Court appointed Ms. Andrews to serve in the same capacity for purposes of the adversary action filed by the Birds.

Following mediation between the parties, the Plaintiffs, William and Susan Bird, agree and Defendant Patricia Cruickshanks' undersigned Guardian ad litem and undersigned counsel recommends that the this agreement be entered to fully and forever settle Mr. and Mrs. Birds' claims against Ms. Cruickshanks' bankruptcy estate, the Birds' Adversary Action (No. 13-03054-KRH), and the Birds' Tort Actions against Ms. Cruickshanks.

The parties understand that because the courts appointed a guardian ad litem for Ms. Cruickshanks, pursuant to Va. Code § 8.01-424 and Fed. Bankr. R. 9019, the settlement must be approved and confirmed by the Bankruptcy Court. The parties understand that this settlement agreement will be considered agreed and final on the date the Bankruptcy Court for the Eastern District of Virginia approves and confirms this Agreement.

This Agreement represents the whole and complete settlement between the parties, and the parties represent that this is a bargained-for exchange meant to conclude the litigation between the parties on the claims and matters described herein.

Therefore, pursuant to the agreement of the Parties, the Bankruptcy Court will enter an order in the Adversary Case finding:

1. Patricia Cruickshanks published a letter dated February 24, 2012 containing numerous false and inaccurate assertions concerning Susan Bird and William Bird.
2. The publication of this letter caused Susan Bird and William Bird significant emotional damages, as well as damage to their reputations.

Further, by agreement of the parties, the Bankruptcy Court will enter an order in the Adversary Case declaring:

1. The claims of Susan and William Bird in the matter of Patricia Cruickshanks, (Case No. 12-37058-KRH), shall be deemed uncontested, non-contingent, unsecured claims of \$100.00 each, which shall be deemed dischargeable under 11 U.S.C. § 1328(a) or (b).
2. This Adversary Action, *Bird, et al. v. Cruickshanks*, No. 13-03054-KRH, is dismissed with prejudice.

The parties further agree that:

1. The Birds shall promptly seek voluntary non-suit of *Susan Bird v. Patricia Cruickshanks* and *William Bird v. Patricia Cruickshanks* (Case Nos. CL12-822 & Case No. CL12-818) pending in the Circuit Court of Henrico County.
2. The Birds release all claims related to all statements made by Ms. Cruickshanks prior to the date of entry of the settlement and the claims brought in the Tort Actions, except as otherwise provided herein.
3. The parties further agree that the Circuit Court of Henrico County will be petitioned for the appointment of a general guardian for Ms. Cruickshanks, pursuant to Va. Code § 64.2-2000, *et seq.*

This settlement agreement is contingent upon the Bankruptcy Court's entry of an order approving this Settlement Agreement.

The parties further agree that if any portion of this Agreement is declared to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts shall remain in full force and effect as if the invalid or unenforceable portion had not been part of this Agreement.

Further, no change or modification of this Agreement shall be valid unless it is made in writing, signed by the Birds, and approved and confirmed by the United States Bankruptcy Court for the Eastern District of Virginia on behalf of Ms. Cruickshanks.

This Agreement may be executed in counterparts and the signature pages may be exchanged electronically or by facsimile. The text of the Agreement, together with accurate copies of the Parties' signatures, shall have the same force and effect of an original as between the Parties.

08/26/2014 14:04

004-273-9529

FEDEX OFFICE

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IN WITNESS WHEREOF the Birds have executed this Agreement this 26 day of August, 2014.

Signed:


Susan Bird

Signed:

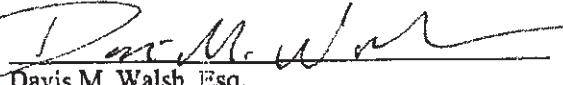

William Bird

IN WITNESS WHEREOF Patricia Cruickshanks Guardian Ad Litem and counsel have recommended this Agreement this 28 day of August, 2014.

Signed:


Anne Hampton Andrews, Esq.
Guardian Ad Litem for Patricia Cruickshanks

Signed:


Davis M. Walsh, Esq.
Counsel for Patricia Cruickshanks

Signed:


Lisa Sharp, Esq.
Counsel for Patricia Cruickshanks

IN WITNESS WHEREOF the Bankruptcy Court approved and entered this Agreement on behalf of Patricia Cruickshanks this ____ day of August, 2014.

Signed:


The Honorable Kevin R. Huennekens
United States Bankruptcy Judge